

Exhibit F



MARCUS NEIMAN & RASHBAUM LLP

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July 13, 2018

VIA EMAIL

Ms. Sarah Paul
Assistant United States Attorney
Southern District of New York
One St. Andrews Plaza, Room 929
New York, NY 10007
(212) 637-2406

Dear Ms. Paul:

I am in receipt of your letter dated July 10, 2018 regarding attorney-client privileged communications contained within articles that were published by the New York Times and the La Prensa.

While we agree that it is well-settled law that the voluntary disclosure of confidential material to a third party waives any applicable attorney-client privilege, it is also well settled that only the client has the ability to waive the privilege. *Leucadia, Inc. v. Reliance Ins. Co.*, 101 F.R.D. 674, 680 (S.D. N.Y. 1983) (“[T]he privilege can only be waived by the client itself.”).

Courts have also consistently held that, although the confidentiality of communications has been destroyed through public disclosure of purloined information, the attorney-client privilege is not waived. *See In re Grand Jury Proceedings Involving Berkley & Co.*, 466 F. Supp. 863 (D. Minn. 1970); *see also In re Dayco Corp. Derivative Securities Litigation*, 102 F.R.D. 468 (S.D. O.H. 1984) (“[P]ublication of excerpts of [stolen, but otherwise privileged information] should not be considered a waiver of the privilege.”); *Resolution Trust Corp. v. Dean*, 813 F. Supp. 1426 (D. Ariz. 1993) (holding that, having taken precautions to secure confidentiality, and although information was published by the Washington Post, there was no waiver); *C.P. Smith v. Armour Pharmaceutical Co.*, 838 F. Supp. 1573 (S.D. Fla. 1993) (holding that subsequent public dissemination of an improperly disclosed memorandum did not constitute waiver of the attorney-client privilege).

You assert that Mr. von der Goltz waived any privilege by discussing the contents of the newspaper articles with [REDACTED] and in his March 6, 2017 deposition. We have not had the opportunity to review any Memorandum of Interview prepared by the Government as it pertains to the interview of [REDACTED] and therefore we cannot agree with your position that Mr. von der Goltz made statements that waived any privilege over the underlying emails contained within the La Prensa Article. We have reviewed Mr. von der Goltz’s March 6, 2017 deposition and we do not agree with your assertion that Mr. von der Goltz explicitly and voluntarily waived the attorney client privilege as it relates to the email communications contained within the New York Times

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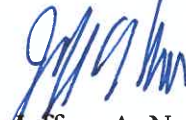
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article. While Mr. von der Goltz provided testimony about the article, he did not provide testimony concerning the privileged emails referenced in the article.

As I suggested on the telephone a couple of weeks ago, I still believe a meeting (or a discussion) to address privilege issues could help streamline any differences we may have and possibly eliminate the need for litigation. Should you wish to discuss this any further, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeffrey A. Neiman'.

Jeffrey A. Neiman, Esq.

Cc: Client
Ann Marie Blaylock, Esq.
Brittney Campbell, Esq.